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E-filed 10/3/07

Attorneys for Plaintiff
JEAN RIKER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JEAN RIKER
Plaintiff,

CASE NO. C 07-00257 JF
Civil Rights

v.

RESIDENCE INN PALO ALTO
MOUNTAIN VIEW;
MARRIOTT
INTERNATIONAL, INC.;
INNKEEPERS FINANCING
PARTNERSHIP II, LP; and
DOES 1-25, Inclusive,

**STIPULATION AND ORDER
FOR DISMISSAL OF THE
INJUNCTIVE RELIEF ASPECT OF
THE LAWSUIT ONLY**

FRCP 41(a)(1)(ii)

Defendants.

Plaintiff and defendants, by and through their attorneys of record, file this
“Stipulation and Order of Dismissal Of The Injunctive Relief Aspect Of The
Lawsuit Only” pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii).

Plaintiff filed this lawsuit on January 10, 2007.

Plaintiff and defendant Innkeepers Financing Partnership II, LP have
entered into a “Mutual Release And Settlement Agreement For Injunctive Relief
Only” which settles all aspects of the lawsuit against defendants. The “Mutual
Release And Settlement Agreement For Injunctive Relief Only” is incorporated
by reference herein as if set forth in full. Plaintiff and defendant Innkeepers
Financing Partnership II, LP stipulate to the court retaining jurisdiction to
enforce the “Mutual Release And Settlement Agreement For Injunctive Relief
Only.”

1 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of
2 the lawsuit against all defendants.

3 Defendants, who have answered the complaint, agree to the dismissal of
4 the injunctive relief aspect of the lawsuit with prejudice.

5 This case is not a class action, and no receiver has been appointed.

6 The damages and attorney's fees, litigation expenses, and costs aspects of
7 the lawsuit have not been settled and are the subject of continuing litigation.

8 This Stipulation and Order may be signed in counterparts, and facsimile
9 signatures shall be as valid and binding as original signatures.

10 Wherefore, plaintiff and defendants, by and through their attorneys of
11 record, so stipulate.

12 Date: 9/20/07

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

14 _____
15 Sidney J. Cohen
16 Attorney for Plaintiff

16 Date: 9/20/07

JENKINS GOODMAN NEUMAN
& HAMILTON LLP

/s/ Robert P. Hamilton

18 _____
19 Robert P. Hamilton, Esq.
20 Attorney for All Defendants

20 **PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO**
21 **ORDERED:**

22 The injunctive relief aspect of the lawsuit against defendants is dismissed
23 with prejudice. The Court shall retain jurisdiction to enforce the parties' "Mutual
24 Release And Settlement Agreement For Injunctive Relief Only." The damages
25 and attorney's fees, litigation expenses, and costs aspects of the lawsuit is the
26 subject of continuing litigation.

27 Date: 10/3/07
28 _____


Jeremy Fogel
United States District Judge